

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NORTH DAKOTA

In re:	)	Case No. 25-30002
	)	(Chapter 11)
GENERATIONS ON 1ST, LLC	)	
	)	
Debtor	)	
_____	)	
	)	
In re:	)	Case No. 25-30003
	)	(Chapter 11)
PARKSIDE PLACE, LLC	)	
	)	
Debtor	)	
_____	)	Jointly Administered

**SIXTH MOTION FOR LEAVE TO USE CASH COLLATERAL**

Come now Generations on 1st, LLC (“Generations”) and Parkside Place, LLC (“Parkside”) (collectively, the “Debtors,” and each a “Debtor”), by and through undersigned counsel, pursuant to Section 363 of Title 11 of the United States Code and Federal Rule of Bankruptcy Procedure 6004, and move this Honorable Court for leave to use cash collateral after January 22, 2026, and in support thereof state as follows:

The Debtors previously sought leave of this Honorable Court to use cash collateral, DE #12, with the motion being granted on an interim basis, DE #42, and then, subsequently, on a final basis, DE #50. The latter order, per the request of the Debtors and Red River State Bank (“RRSB”), is conditioned upon a stipulation entered into between the parties (the “Stipulation,” as found at DE #44). The Stipulation has been continued multiple times, through subsequent stipulations. DE #54, DE #69, DE #91, DE #140, DE #159, DE #180, DE #233, DE #248.

The current iteration of the Stipulation only provides for the use of cash collateral through January 15, 2026, with the parties having informally agreed to a status quo extension through

January 22, 2026 so as to allow a hearing on the instant motion before the expiration of extant cash collateral utilization.

The Debtors accordingly now respectfully move this Honorable Court for leave to use cash collateral, in accordance with the budgets previously attached hereto, for the duration of these jointly administered cases. In so doing, they rely on the arguments made in their original cash collateral motion and propose that, as adequate protection, RRSB (i) be given automatically-perfected replacement liens to the extent of any diminution; (ii) be paid \$19,266.67 per month by Parkside, on or before the 15th calendar day of each month; and (iii) be paid \$39,666.67 per month by Generations, on or before the 15th calendar day of each month. The Debtors each seek to use cash collateral for each calendar month in an aggregate sum equal to 110% of that projected on the aforementioned budgets.

Respectfully Submitted,

Dated: January 10, 2026

By: /s/ Maurice B. VerStandig  
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*Counsel for the Debtors*

*[Certificate of Service on Following Page]*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 10th day of January, 2026, a copy of the foregoing was served electronically upon filing via the ECF system. A copy is also being sent via US Mail, postage prepaid, to each of the twenty largest unsecured creditors (excluding insiders) in each case,<sup>1</sup> with a certificate of service to follow thereafter.

/s/ Maurice B. VerStandig  
Maurice B. VerStandig

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<sup>1</sup> There is only one unsecured creditor in these cases. This motion, alongside the notice hereof, is being hand-mailed by above-signed counsel.